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## FIELD SERVICE RATES

**Introduction** - The service man provides supervision for the customer's craftsmen who will perform the actual work. He/she will check all necessary items to insure proper operation of the Mixer. Loosening and tightening of bolts, rigging, electrical disconnect and reconnect, clean up, pipe fitting and such work will normally be done by the personnel assigned by the purchaser.

**Basic Charge** - The rate for field service work is \$98 NET per hour (\$784 NET per 8-hour day) of work or travel. The rate for special engineering assistance is \$135 NET per hour (\$1080 NET per 8-hour day).

**Premium Time** - Overtime at 150% of base rate is charged for all work or travel on a Saturday, Sunday or holiday, and to all hours in excess of the normal 8-hour work day. Saturday, Sunday or holiday work after the first 8 hours will compound the "time and a half" (225% of base rate).

**Minimum Charge** - Minimum charge is 4 hours per job. Interruptions in a work schedule will be charged at the straight 8-hour day rate. That is, if a man works Wednesday and Thursday, is interrupted Friday, Saturday and Sunday, and then finishes on Monday, the customer will be charged for the actual hours worked and also (even though no work is done) for 8 hours Friday, 8 hours Saturday, and 8 hours Sunday (no premium charge). The customer may instead release the man and pay for travel time and travel expenses to the man's base. Similarly, if the man works only part of a given day, and must return to complete the job, a full 8-hour charge will be made for the partial day. Less than an 8-hour charge will apply only to the first and last day of a field service trip.

**Living Expenses** - All living expenses will be involved at actual cost.

**Travel Expenses** - Travel expenses will be invoiced at actual cost for commercial transportation when used. Rental cars will be invoiced at cost. Private or company car mileage will be invoiced at \$0.42 per mile (plus tolls and parking). Daily local transportation from the hotel to jobsite and return will be included in total mileage charges. Documentation of these expenses, when available, will be provided only if specified when original request for service is made.

**Travel Time** - Travel time will be invoiced at the same rate as services; see basic charge.

**Miscellaneous** - A purchase order number must be furnished when a request is made for special assistance, and a confirming formal purchase order must be received within two weeks. This procedure assures responsibility for payment in the event it is not a justifiable warranty claim. Any tax levied by a foreign government agency will require the above rates to be increased accordingly.

**Liability** - Magna-Safe International (the Company) makes no representation nor warranty of any kind with respect to services performed by a service representative, nor does the Company assume any responsibility or liability with respect to a mixer on which a service representative has supervised repair work. The repair work supervised by a service representative does not re-establish the warranty on the repaired unit. In the event the customer learns that the repair work directed by the service representative was incorrectly or improperly performed and gives the Company reasonable opportunity to inspect the

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**Field Service Work, Liability** (continued)

alleged incorrectly or improperly performed repair work before altering the unit in any way, and if the Company in its sole discretion determines such repair work was incorrectly or improperly performed, the Company will again provide supervision for the repair work on the mixer without further charge to the customer for that supervision. Supervision of the correction of the defective repair work will be the customer's exclusive remedy and the Company's limit on liability for any and all losses or damages resulting from such defective repair work or any other cause. In no event shall the Company be liable for incidental or consequential damages, nor shall the Company's liability for any claim or damage arising out of or connected with the repair work supervised by the service representative exceed the cost paid to the Company by the customer for supervision. The remedies provided in this paragraph shall constitute the sole recourse of the customer against the Company for breach of any of the Company's obligations with respect to repair work supervised by a service representative, whether the claim is made in tort, or in contract, or admiralty, including claims based on warranty, negligence, or otherwise.